



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
-----------------	-------------	----------------------	---------------------	------------------

09/771,142

01/26/2001

Larry Allen Wares

P1056

6191

22462

7590

12/19/2005

GATES & COOPER LLP
HOWARD HUGHES CENTER
6701 CENTER DRIVE WEST, SUITE 1050
LOS ANGELES, CA 90045

EXAMINER

JEANTY, ROMAIN

ART UNIT

PAPER NUMBER

3623

DATE MAILED: 12/19/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/771,142

Applicant(s)

WARES, LARRY ALLEN

Examiner

Romain Jeanty

Art Unit

3623

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 02 September 2005.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-34 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-34 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Election/Restrictions

1. This Non-Final Office Action is in response to Applicant's election filed on August 25, 2005. Applicant's argument with regard to Election/Restriction is found to be persuasive. The Election/Restriction is **withdrawn**. Claims 1-34 are pending in the application

Claim Rejections - 35 USC § 112

2. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

3. Claims 1 and 9 are rejected under 35 U.S.C. 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Regarding claim 1, the limitation of "technical infrastructure" is not supported by the specification. The examiner is unable to find where such limitation is disclosed in the specification. Therefore, one skilled in the art would not know how to make and/or use the invention.

Claims 2-8, 10-16 are necessarily rejected as being dependent upon the rejection of claims 1 and 9.

Claim Rejections - 35 USC § 102

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

5. Claims 1, 9, 17 are rejected under 35 U.S.C. 102(e) as being anticipated by Nummelin et al “Nummelin” (U.S. Patent No. 6,581,040).

As per claim 1, As best understood, Nummelin discloses a project management system (See abstract). In so doing, Nummelin discloses technology infrastructure means “computer”, (See Fig. 1) for receiving, storing, and exchanging information (See Fig. 2; and col. 7, lines 1-23), function management means, coupled to said technical infrastructure means for managing at least one of a plurality of project functions utilizing information stored in said technology infrastructure means (col. 7, line 57-67).

As per claims 9, 17, Nummelin discloses a project management system (See abstract). In

Art Unit: 3623

so doing, Nummelin discloses technology infrastructure means (computer, note Fig. 1) for receiving, storing, and exchanging information (See Fig. 2; and col. 7, lines 1-23), function management means, coupled to said technology infrastructure means for managing at least one of a plurality of project functions utilizing information stored in said technology infrastructure means (col. 7, line 57-67). In addition, Nummelin further discloses updating, maintaining, exchanging and manipulating said information in said technology infrastructure (col. 7, lines 24-45).

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 2-5, 7, 10-13, 15, 18-22, 25, 29-31, 33 are rejected under 35 U.S.C. 103(a) as being unpatentable over Nummelin et al (U.S. Patent No. 6,308,164) in view of Dialog (BuildPoint.com Launches First Web-based Business-to-Business Solution For \$415 Billion Construction Materials Industry).

As per claims 2-3, 10-12, 18-20, 22, Nummelin does not explicitly disclose wherein said plurality of functions include design, bidding, building or construction, and maintenance functions. Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities. In so doing, Dialog discloses said plurality of functions include design, bidding, building or

Art Unit: 3623

construction, and maintenance functions (Pages 1-2). It would have been obvious to a person of ordinary skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

As per claim 4, Nummelin fails to explicitly disclose wherein said plurality of functions include design, bidding, building or construction, and maintenance functions; and said at least one plurality of project functions comprises means for collaborating bids between owners, architects, engineers, general contractors, subcontractors, suppliers and building product manufacturers. Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities. In so doing, Dialog discloses said plurality of functions include design, bidding, building or construction, and maintenance functions; and said at least one plurality of project functions comprises means for collaborating bids between owners, architects, engineers, general contractors, subcontractors, suppliers and building product manufacturers (Pages 1-2). It would have been obvious to a person of ordinary skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

As per claims 5, 13, 15, 31, and 33, Nummelin fails to explicitly disclose wherein said bidding function means for preparing bid documents by architects and owners, means for evaluating and re-packaging said bid documents into bid packages by general contractors, means for distributing said bid packages to subcontractors by said general contractors, means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and

Art Unit: 3623

building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors, means for evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors, and means for submitting said base bid by said general contractors to said owners and architects. Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities. Note page 1-2 of Dialog, and in so doing, Dialog discloses wherein said bidding function means for preparing bid documents by architects and owners, means for evaluating and re-packaging said bid documents into bid packages by general contractors, means for distributing said bid packages to subcontractors by said general contractors, means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors, means for evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors, and means for submitting said base bid by said general contractors to said owners and architects. It would have been obvious to a person of ordinary skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

As per claims 7, 15, 21, 25-26, Nummelin fails to explicitly disclose wherein said bidding function comprises means for preparing bid documents by architects and owners; means for evaluating and re-packaging said bid documents into bid packages by general contractors; means for distributing said bid packages to subcontractors by said general contractors; means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors; means for evaluating bids received from said subcontractors and for compiling totals into a base bid by said general contractors; and means for submitting said base bid by said general contractors to said owners and architects. Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities (Pages 1-2), and in so doing Dialog discloses said bidding function comprises means for preparing bid documents by architects and owners, means for evaluating and re-packaging said bid documents into bid packages by general contractors; means for distributing said bid packages to subcontractors by said general contractors; means for performing quantity take-offs and soliciting request for quotes from suppliers, wholesalers and building product manufacturers by said subcontractors, means for preparing bids by said suppliers, wholesalers and building product manufacturers and for submitting said bids to said subcontractors, means for evaluating request for quotes and compiling bids by said subcontractors for submitting to said general contractors, means for evaluating bids received from said subcontractors and for compiling totals into a base

Art Unit: 3623

bid by said general contractors; and means for submitting said base bid by said general contractors to said owners and architects. It would have been obvious to a person of ordinary skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

As per claims 29-30, Nummelin discloses a project management system (See abstract). In so doing, Nummelin discloses technology infrastructure means (i.e., a computer, note Fig. 1) for receiving, storing, and exchanging information (See Fig. 2; and col. 7, lines 1-23), function management means, coupled to said technical infrastructure means for managing at least one of a plurality of project functions utilizing information stored in said technology infrastructure means (col. 7, line 57-67). In addition, Nummelin further discloses updating, maintaining, exchanging and manipulating said information in said technology infrastructure (col. 7, lines 24-45).

Nummelin does not expressly disclose wherein said function includes designing, bidding, building construction, and maintenance functions, and wherein at least one plurality of project functions comprises means for collaborating bids between owners, architects, engineers, general contractors, subcontractors, suppliers, and building product manufacturers. Dialog in the same field of endeavor, provides general contractors, subcontractors and suppliers with a secure commerce hub to manage material bidding and procurement activities (Pages 1-2). In so doing Dialog discloses wherein said function includes designing, bidding, building construction, and maintenance functions, and wherein at least one plurality of project functions comprises means for collaborating bids between owners, architects, engineers, general contractors, subcontractors, suppliers, and building product manufacturers. It would have been obvious to a person of

Art Unit: 3623

ordinary skill in the art at the time of the applicant's invention to modify the disclosures of Nummelin to include the teachings of Dialog in order to allow the construction industry a complete e-commerce solution for procurement.

8. Claims 6, 8, 14, 16, 23-24, 27-28, 32, and 34 are rejected under 35 U.S.C. 103(a) as being unpatentable over Nummelin et al "Nummelin" (U.S. Patent No. 6,308,164) in view of Dialog (BuildPoint.com Launches First Web-based Business-to-Business Solution For \$415 Billion Construction Materials Industry) and further in view of Thackston (U.S. Patent No. 6,928,396).

As per claim 6, 8, 14, 16, 23-24, 27-28, 32, and 34, the combination of Nummelin and Dialog fails to explicitly disclose wherein said bidding function further comprises means for awarding contracts to general contractors by said owners and architects, and means for further awarding contracts to said subcontractors by said general contractors. However, Thackston teaches the concept of awarding bidding contract to users (col. 51, lines 25-53). It would have been obvious to a person of ordinary skill in the art to modify the disclosures of Hummelin and Dialog in order to create an agreement for a qualified sub-contractor to perform a project task.

Conclusion

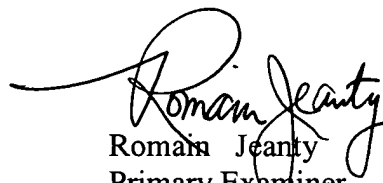
9. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Romain Jeanty whose telephone number is (571) 272-6732. The examiner can normally be reached on Mon-Thurs 7:30AM - 6:00PM.

Art Unit: 3623

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq R. Hafiz can be reached on (571) 272-6729. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

November 11, 2005


Roman Jeanty
Primary Examiner
Art Unit 3623